

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF 1 PAGES 5	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 07-Nov-2001		4. REQUISITION/PURCHASE REQ. NO. W13G86-1040-8104		5. PROJECT NO.(If applicable)	
6. ISSUED BY DEPT. OF THE ARMY N E DISTRICT, CORPS OF ENGINEERS 696 VIRGINIA ROAD CONCORD MA 01742-2751		CODE DACA33		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip)				X		9A. AMENDMENT OF SOLICITATION NO. DACA33-01-R-0004	
				X		9B. DATED (SEE ITEM 11) 29-Aug-2001	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject where (Amendment necessary to provide answers to questions submitted.)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED 07-Nov-2001	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Changes in Solicitation/Contract/Order Form

The required response date/time has changed from 08-Nov-2001 16:30 to 15-Nov-2001 16:30

Changes in Section SF 30

1. Section B lists the labor categories to be used in the sample problem. What labor categories and position titles should be included in the technical proposal (Program Manager, Project manager, Health and Safety Officer)? - Offerer shall include all categories necessary to develop and execute the sample task order.
2. Section C, TP-1.6 Communications identifies a Work Leader. Are there any education, experience requirements for this position? - No, there are no positive education or experience requirements; work leader must be able to effectively read, write, speak and understand the English language.
3. Section C, TP-2.7 Contractor Submittals specifies a number of plans that must be submitted to the CO prior to the pre-work conference. what time period is allowed for the preparation and delivery, after contract award? – Time periods will be set forth in the Scope of Work of each individual Task Order.
4. Since work cannot begin until the various Plans are approved, how much time will it take the CO, *et .al.* take for the initial review? - Time periods will be set forth in the Scope of Work of each individual Task Order.
5. Section C, TP-2.9 Contractor Quality Control (CQC) Plan specifies that the Work Leader and/or designated Quality Control Inspector shall inspect contract work. Can one person fulfil both rolls.? - Yes, but QCI must be designated in writing to the CO and not assumed.
6. Section C, TP-2.16, TP-Method of Payment states that the Contractor shall submit monthly invoice for work completed. However, clause 52.232-15 Progress Payments Not Included indicates that progress payments will not be made. Does this mean that monthly invoices are limited to completed Task Orders? - No, monthly (or partial) invoices can be submitted for the percentage of work completed and accepted by the Government.
7. Is there a time or mileage requirement for the Contractor's project office , as long as personnel or subcontractors respond to routine and emergency requests in contract specified time limits? - No
8. Will the Government facilities that have been made available for Contractor use, be available to the contractor to obtain supplies, equipment, etc. during emergency responses? - Yes
9. Is there a requirement for a bid bond? - No If so, how much?
10. Section M, Factor 1, Sub-factor A specifies contracts completed while Sub-factor B indicates past contracts. Do these statements both mean completed vs. ongoing contracts? - Yes, contractor will be rated on completed - not ongoing performance.
11. Section M, Factor 2, Sub-factor A and Sub-factor B all specify completed contracts. is this intentional or can ongoing contracts be used? - Yes, this is requirement is as stated; contractor will only be rated upon completed contracts.

Changes in Section I

The following clauses which are incorporated by reference have been added or modified:

52.236-13 Accident Prevention

NOV 1991

Changes in Section K

The following clauses which are incorporated by full text have been added or modified:

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)